

# NOTICE OF REGULAR MEETING

## CITY COUNCIL

DATE	TIME	PLACE
November 3, 2015	Immediately following Municipal Authority Meeting	Council Chambers

### **AGENDA**

1. Call to Order
2. Roll Call
3. Comments from the audience
4. Consider the Consent Agenda listed below and vote to approve the minutes, or approve with any changes as noted.
  - a. Minutes Approval
    1. City Council - Regular Meeting - Oct 20, 2015 6:30 PM
  - c. Receive and Acknowledge Receipt of Claims List
5. Consider, Discuss and Vote to Approve Ordinance No. 2015-\_\_\_\_\_ Changing the Zoning Classification of a 0.64 Acre Tract Located South of the 1900 Block of Falcon Road and Adjacent to the NE Corner of the Mesquite Meadows Addition from Suburban Commercial (SC) to Auto-Urban Residential (AR).
6. Consider, Discuss and Vote to Accept the Altus City Planning Commission (ACPC) Recommendation Concerning the Final Plat of the Mesquite Meadows Addition and Vote to Approve Resolution No. 2015 \_\_\_\_\_ to Accept the Altus City Planning Commission (ACPC) Recommendation Concerning the Final Plat for the Mesquite Meadows Addition.
7. Consider, Discuss and Vote to Approve the Selection of Boynton Williams & Associates as the Architectural Firm to Plan, Design of the New Altus Fire Department - Central Fire Station to be Funded from MAPS, or Take Any Other Appropriate Action.
8. Consider, Discuss and Vote to Approve a Mutual Aid Agreement Between Air Evac Lifeteam ("Air Evac") and the City of Altus as Authorized by State Law, and Authorize Signatures.
9. Consider, Discuss and Vote to Approve Ordinance No. 2015-\_\_\_\_\_ Amending the Code of Ordinances, City of Altus, Oklahoma, Chapter 17, Motor Vehicles and Traffic by Adding Section 17-9 Creating a "\$100.00 Motor Vehicle Impoundment Fee," Separate from Any Issued Citations and Resulting Fines, Costs, or Fees; Creating a "Police Vehicle Equipment Fund", a Special Account into Which All Impoundment Fees Will be Deposited; and Specifying Possible Uses for the Expenditures of Funds from This Special Account.
10. Vote to go into executive session and record and vote accordingly.

## EXECUTIVE SESSION ITEMS:

11. Consideration and Possible Action to Enter into Executive Session to Discuss the Employment, Disciplining, Resignation And/Or Separation of the City Manager, an Individual Salaried Public Employee, as Authorized by Section 307 (B)(1)Of Title 25 O.S.A., and in Open Session Vote to Take Any Appropriate Action.
12. Discuss in Executive Session the Appraisal of Real Property, the Value of Leased Groundwater, Paragraphs 3.2, 5.1 of the 2015 Round Timber Groundwater Lease Agreement Between Leonard Keith Spears and Sherry K. Spears and the City and Paragraphs 2.1---2.3 of Exhibit B to Said Groundwater Lease, and in Open Session, Vote to Take Any Appropriate Action, as Specifically Authorized by Section 307 (B)(3) Title 25. O.S.A.
13. Consider in open session any motions and votes relating to the executive session item(s).
14. Review, discuss and possible action on other new business, if any, which has arisen since the posting of the agenda and which could not have been reasonably foreseen prior to posting of the agenda. (25 O.S.A., Section 3-111 (9).
15. Mayor's Appointments
16. City Manager's comments and reports (discussion only)
17. City Council member's comments and reports
18. Mayor's comments and reports
19. Adjourn

Next Resolution No. 2015-40

Next Ordinance No. 2015-22

To be completed by the person filing notice:

NAME: Debbie Davis

TITLE: City Clerk

ADDRESS: 509 S. Main St  
Altus, OK 73521

PHONE: (580) 481-2216

Filed in the office of the City Clerk/Treasurer at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_.

Signed \_\_\_\_\_

Clerk/Deputy Clerk

**ALTUS MUNICIPAL AUTHORITY MEETING  
&  
CITY COUNCIL MEETING  
MINUTES  
OCTOBER 20, 2015**

**I. ALTUS MUNICIPAL AUTHORITY**

Invocation - Gary Cummins - Altus Christian Fellowship

Pledge of Allegiance

**1. CALL TO ORDER**

**2. ROLL CALL**

Trustees present: Chris Riffle, Doyle Jencks, Rick Henry, Kevin McAuliffe, Jon Kidwell, Jason Winters, Dwayne Martin, Perry Shelton, Jack Smiley

**3. CONSIDER THE CONSENT AGENDA LISTED BELOW AND VOTE TO APPROVE THE MINUTES, OR APPROVE WITH ANY CHANGES AS NOTED.**

- a. Approve Minutes for the Altus Municipal Authority Meeting on October 6, 2015.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Perry Shelton, Councilman
<b>SECONDER:</b>	Jon Kidwell, Councilman
<b>AYES:</b>	Henry, Shelton, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

- b. Receive and Acknowledge Receipt of Claims List

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Perry Shelton, Councilman
<b>SECONDER:</b>	Jon Kidwell, Councilman
<b>AYES:</b>	Henry, Shelton, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

- c. Budget Amendment in the Amount of \$10,000.00 to Allow an Expenditure from the Water Treatment Plant Fund for Roof Repairs to Pump Station #1; an Expense Listed on the Water Treatment Plant Improvements Project Cost Estimates.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Perry Shelton, Councilman
<b>SECONDER:</b>	Jon Kidwell, Councilman
<b>AYES:</b>	Henry, Shelton, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

**4. RECEIVE FINANCIAL REPORTS**

Presented by Jan Neufeld - CFO for the month of September, 2015.

Minutes Acceptance: Minutes of Oct 20, 2015 6:30 PM (Consider the Consent Agenda listed below and vote to approve the minutes, or approve

**5. CONSIDER, DISCUSS AND VOTE TO AWARD BID #18020 FOR DUTY UNIFORMS, TOWELS, DUST MOPS AND MAT RENTALS TO CINTAS CORPORATION OF LAWTON, OKLAHOMA.**

Presented by Jan Neufeld - CFO

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Kevin McAuliffe, Councilman
<b>SECONDER:</b>	Jon Kidwell, Councilman
<b>AYES:</b>	Henry, Shelton, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

**6. CONSIDER, DISCUSS AND VOTE TO APPROVE MINOR CHANGES TO THE MEMORANDUM OF AGREEMENT BETWEEN ALTUS AIR FORCE BASE, THE ALTUS MUNICIPAL AUTHORITY (AMA), AND THE SOUTHWEST/AREA ECONOMIC DEVELOPMENT CORPORATION (EDC) REGARDING THE OKLAHOMA STATE QUALITY JOBS PROGRAM ACT (QJP) FOR WORK PERFORMED AT ALTUS AFB ASSOCIATED WITH THE KC-46A FORMAL TRAINING UNIT (KC-46A FTU), PREVIOUSLY APPROVED AT THE SEPTEMBER 15, 2015 AMA MEETING, OR TAKE ANY OTHER APPROPRIATE ACTION.**

Item presented by Brian Bush, Economic Development Director

Approved with changes made to the Memorandum of Agreement between United States Air Force (97th Mobility Wing/Altus AFB) and Altus/Southwest Area Economic Development Corporation regarding participation in the Okla. Quality Jobs Program

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Rick Henry, Councilman
<b>SECONDER:</b>	Kevin McAuliffe, Councilman
<b>AYES:</b>	Henry, Shelton, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

**7. VOTE TO GO INTO EXECUTIVE SESSION AND RECORD AND VOTE ACCORDINGLY.**

Motion to go into Executive Session at 6:52 P.M.

Executive Session ended at 8:06 P.M.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Perry Shelton, Councilman
<b>SECONDER:</b>	Rick Henry, Councilman
<b>AYES:</b>	Henry, Shelton, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

**EXECUTIVE SESSION ITEMS:**

Minutes Acceptance: Minutes of Oct 20, 2015 6:30 PM (Consider the Consent Agenda listed below and vote to approve the minutes, or approve

8. **DISCUSS IN EXECUTIVE SESSION FOR PURPOSE OF CONFERRING ON MATTERS PERTAINING TO ECONOMIC DEVELOPMENT, INCLUDING THE TRANSFER OF PROPERTY, FINANCING, OR THE CREATION OF A PROPOSAL TO ENTICE A BUSINESS TO LOCATE WITHIN THEIR JURISDICTION IF PUBLIC DISCLOSURE OF THE MATTER DISCUSSED WOULD VIOLATE THE CONFIDENTIALITY OF THE BUSINESS, AND IN OPEN SESSION VOTE TO TAKE ANY APPROPRIATE ACTION, AS AUTHORIZED IN SECTION 307 (C) (10), TITLE 25 O.S.A.**

9. CONSIDER ANY MOTIONS AND VOTES RELATING TO THE EXECUTIVE SESSION ITEM(S).

None

**OUT OF EXECUTIVE SESSION AT 8:06 P.M.**

ITEM #8

Update Only / No Action Taken

10. **REVIEW, DISCUSS AND POSSIBLE ACTION ON OTHER NEW BUSINESS, IF ANY, WHICH HAS ARISEN SINCE THE POSTING OF THE AGENDA AND WHICH COULD NOT HAVE BEEN REASONABLY FORESEEN PRIOR TO POSTING OF THE AGENDA. (25 O.S.A., SECTION 3-111 (9)).**

None

**11. ADJOURN**

8:06 P.M.

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Jack Smiley, Chairman

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Debbie Davis, Secretary

Minutes Acceptance: Minutes of Oct 20, 2015 6:30 PM (Consider the Consent Agenda listed below and vote to approve the minutes, or approve

**ALTUS MUNICIPAL AUTHORITY MEETING  
&  
CITY COUNCIL MEETING  
MINUTES  
OCTOBER 20, 2015**

## **II. CITY COUNCIL**

### **1. CALL TO ORDER**

The meeting began at 8:06 P.M.

### **2. ROLL CALL**

Council Members present: Chris Riffle, Doyle Jencks, Rick Henry, Kevin McAuliffe, Jon Kidwell, Jason Winters, Dwayne Martin, Perry Shelton, Jack Smiley

### **3. COMMENTS FROM THE AUDIENCE**

None

### **4. CONSIDER THE CONSENT AGENDA LISTED BELOW AND VOTE TO APPROVE THE MINUTES, OR APPROVE WITH ANY CHANGES AS NOTED.**

- a. Approve Minutes for the Altus City Council Meeting on October 6, 2015.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Perry Shelton, Councilman
<b>SECONDER:</b>	Rick Henry, Councilman
<b>AYES:</b>	Henry, Shelton, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

- b. Receive and Acknowledge Receipt of Claims List

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Perry Shelton, Councilman
<b>SECONDER:</b>	Rick Henry, Councilman
<b>AYES:</b>	Henry, Shelton, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

- c. Acknowledge Monthly Reports, Notices and Minutes as Follows:

CABLE ONE FINANCE REPORT - A  
CITY & SCHOOL POOL REPORT (August) - B  
FLEET MAINTENANCE FUEL REPORT - C  
IN STREET ALTUS (October 8, 2015) - D

Minutes Acceptance: Minutes of Oct 20, 2015 6:30 PM (Consider the Consent Agenda listed below and vote to approve the minutes, or approve

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Perry Shelton, Councilman  
**SECONDER:** Rick Henry, Councilman  
**AYES:** Henry, Shelton, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

**5. CONSIDER, DISCUSS AND VOTE TO AWARD BID #18020 FOR DUTY UNIFORMS, TOWELS, DUST MOPS AND MAT RENTALS TO CINTAS CORPORATION OF LAWTON, OKLAHOMA.**

Jan Neufeld - CFO, presented the item

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Perry Shelton, Councilman  
**SECONDER:** Rick Henry, Councilman  
**AYES:** Henry, Shelton, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

**6. CONSIDER, DISCUSS AND APPROVE TO AWARD RFP #15/16-03 VEHICLE AND LIABILITY INSURANCE TO OKLAHOMA MUNICIPAL ASSURANCE GROUP OF EDMOND, OKLAHOMA IN THE AMOUNT OF \$159,474.00.**

This item presented by Jan Neufeld, CFO

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Rick Henry, Councilman  
**SECONDER:** Chris Riffle, Councilman  
**AYES:** Henry, Shelton, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

**7. CONSIDER, DISCUSS AND VOTE TO APPROVE RESOLUTION NO. 2015- 39 EXPRESSING SUPPORT AND WILLINGNESS TO NEGOTIATE A CONTRACT BETWEEN THE CITY OF ALTUS AT THE UNITED STATES BUREAU OF RECLAMATION FOR A PERCENTAGE OF COSTS TO REHABILITATE THE W. C. AUSTIN DAM AT LAKE LUGERT-ALTUS IN GREER COUNTY, OKLAHOMA, ESTIMATED TO BE 15% OR APPROXIMATELY \$25,000.00, OR TAKE ANY OTHER APPROPRIATE ACTION.**

This item presented by the Mayor and Matt Warren, a representative from the Bureau of Reclamation.

**RESULT:** APPROVED {UNANIMOUS}  
**MOVER:** Dwayne E. Martin, Councilman  
**SECONDER:** Jason Winters, Councilman  
**AYES:** Henry, Shelton, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

**8. CONSIDER, DISCUSS AND VOTE TO APPROVE THE PERMANENT PLACEMENT OF STOP SIGNS AT THE INTERSECTION OF TIERRA RICA AND SIERRA VISTA PER RECOMMENDATION OF THE POLICE CHIEF/ TRAFFIC ENGINEER, TO IMPROVE THE SAFETY OF THE STREETS AS AUTHORIZED BY THE CITY ORDINANCE AND STATE LAW, OR TAKE ANY OTHER APPROPRIATE ACTION.**

This item presented by Tim Murphy, Police Chief

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Dwayne E. Martin, Councilman
<b>SECONDER:</b>	Chris Riffle, Councilman
<b>AYES:</b>	Henry, Shelton, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

- 9. CONSIDER, DISCUSS AND VOTE TO 1.) APPROVE ESTABLISHING A NEW FUND FOR ALTUS RECREATION, 2.) MOVE ALL REVENUE AND EXPENSE ACCOUNTS DEALING DIRECTLY WITH ALTUS RECREATION ACTIVITIES FROM DEPARTMENT 24 (RECREATION) TO THE NEW FUND, 3.) TRANSFER \$54,422.92 FROM GENERAL FUND PRIOR YEAR SURPLUS TO THE NEW FUND AND 4.) APPROVE BUDGET AMENDMENT FOR THE TRANSFER, OR TAKE ANY OTHER APPROPRIATE ACTION.**

This item presented by Jan Neufeld, CFO

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Rick Henry, Perry Shelton
<b>SECONDER:</b>	Kevin McAuliffe, Councilman
<b>AYES:</b>	Henry, Shelton, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

- 10. REVIEW, DISCUSS AND POSSIBLE ACTION ON OTHER NEW BUSINESS, IF ANY, WHICH HAS ARISEN SINCE THE POSTING OF THE AGENDA AND WHICH COULD NOT HAVE BEEN REASONABLY FORESEEN PRIOR TO POSTING OF THE AGENDA. (25 O.S.A., SECTION 3-111 (9)).**

**11. MAYOR'S APPOINTMENTS**

**12. CITY MANAGER'S COMMENTS AND REPORTS (DISCUSSION ONLY)**

**13. MAYOR'S COMMENTS AND REPORTS**

**14. CITY COUNCIL MEMBER'S COMMENTS AND REPORTS**

**15. ADJOURN**

ADJOURN: 8:20 P.M.

Next Resolution No. 2015-40

Next Ordinance No. 2015-22

\_\_\_\_\_  
Jack Smiley/Mayor

\_\_\_\_\_  
Debbie Davis/Clerk/Treasurer

Minutes Acceptance: Minutes of Oct 20, 2015 6:30 PM (Consider the Consent Agenda listed below and vote to approve the minutes, or approve





City of

**ALTUS**

Altus, OKLAHOMA 73521 - (580) 477-1950

A PROUD HERITAGE

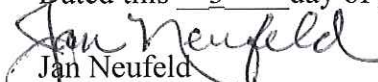
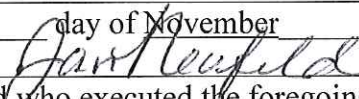
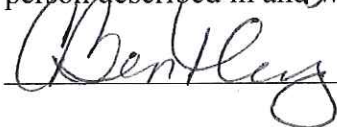
A PROMISING FUTURE TO SHARE!

MAYOR  
JACK SMILEYCITY MANAGER  
DAVID FUQUA**COUNCIL**Doyle Jencks  
Rick Henry  
Chris Riffle  
Jason Winters  
Perry Shelton  
Kevin McAuliffe  
Dwayne Martin  
Jon Kidwell

November 3, 2015

To the Honorable Mayor and Members of the City Council  
City of Altus, Oklahoma

I hereby certify that the amount of this encumbrance has been entered against the designated appropriation accounts and that this encumbrance is within the authorized available balance of said appropriation.

Dated this 3 day of November, 2015.
  
 Jan Neufeld  
 Chief Financial Officer
State of OklahomaCounty of JacksonOn this 3 day of November, 2015 before me personally appeared , to me known to be the person described in and who executed the foregoing instrument.

My Commission Expires: 12/29/2018

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.c.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 02 ADMINISTRATIVE SERVICES						
16-1146	01-01490	CENTERPOINT ENERGY RESOURCE	NATURAL GAS	10/2015	201510210056	73.55
16-1179	01-01490	CENTERPOINT ENERGY RESOURCE	NATURAL GAS	10/2015	201510210048	65.88
16-1159	01-043484	AT&T	TELEPHONE SERVICE	10/2015	0166213253-100515	17.75
16-1124	01-10063	JANUS SUPPLY CO., INC	TRI FOLD PAPER TOWELS	10/2015	91148	97.20
16-1123	01-16115	PRIVETT SALES	PAPER TOWELS	10/2015	150955-0	128.00
16-1160	01-16130	PUBLIC SERVICE COMPANY OF	OUTDOOR LIGHT 6.5 MILES	10/2015	201510210059	9.80
DEPARTMENT TOTAL:						392.18
DEPARTMENT: 07 POLICE-TRAFFIC DIVISION						
16-1093	01-04333	DELL COMPUTER	COLOR LASER	10/2015	XJT4XD142	530.39
16-1145	01-16042	PETTY CASH-CITY CLERK	MISC. SUPPLIES	10/2015	201510210054	24.00
DEPARTMENT TOTAL:						554.39
DEPARTMENT: 08 POLICE-DETECTIVE DIV						
16-1145	01-16042	PETTY CASH-CITY CLERK	MISC. SUPPLIES	10/2015	201510210054	74.94
DEPARTMENT TOTAL:						74.94
DEPARTMENT: 09 POLICE ADMINISTRATION						
16-1145	01-16042	PETTY CASH-CITY CLERK	MISC. SUPPLIES	10/2015	201510210054	32.98
DEPARTMENT TOTAL:						32.98
DEPARTMENT: 11 FIRE DEPARTMENT						
16-0813	01-03123	CHIEF SUPPLY CORP.	UNIFORMS	10/2015	376173	321.40
16-1096	01-14441	NORTHERN SAFETY CO., INC.	COMPRESSOR REPAIR	10/2015	901654245	598.08
16-0975	01-15100	OSU FIRE SERVICE TRAINING	PROMOTIONAL TEST	10/2015	57229	1,500.00
DEPARTMENT TOTAL:						2,419.48
DEPARTMENT: 12 STREET DEPARTMENT						
16-1145	01-16042	PETTY CASH-CITY CLERK	MISC. SUPPLIES	10/2015	201510210054	8.70
DEPARTMENT TOTAL:						8.70

Attachment: CITY CLAIMS LIST (1075 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.c.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 13 PARKS						
16-1130	01-043551	MOONLIGHT MAINTENANCE & SUP	SUPPLIES	10/2015	7441	387.33
DEPARTMENT TOTAL:						387.33
DEPARTMENT: 15 BLDG MAINT						
16-1076	01-043437	JAYMAR PLUMBING	PLUMBING	10/2015	6229	125.00
DEPARTMENT TOTAL:						125.00
DEPARTMENT: 20 PLANNING DEPARTMENT						
16-1020	01-04333	DELL COMPUTER	PRINTER	10/2015	XJT365955	221.99
DEPARTMENT TOTAL:						221.99
DEPARTMENT: 23 FLEET MAINTENANCE						
16-1146	01-01490	CENTERPOINT ENERGY RESOURCE	NATURAL GAS	10/2015	201510210056	108.29
DEPARTMENT TOTAL:						108.29
DEPARTMENT: 24 RECREATION						
16-1091	01-02021	BSN SPORTS, INC	GIRLS BASKETBALL	10/2015	97302263	114.60
16-1145	01-16042	PETTY CASH-CITY CLERK	MISC. SUPPLIES	10/2015	201510210054	35.82
16-0899	01-23021	WAL MART COMMUNITY BRC	Girls basketball concess	9/2015	004786	1,640.31
16-0900	01-23021	WAL MART COMMUNITY BRC	FOOTBALL CONCESSION	9/2015	004786-1	1,640.30
DEPARTMENT TOTAL:						3,431.03
DEPARTMENT: 27 EMERGENCY SERVICES						
16-1145	01-16042	PETTY CASH-CITY CLERK	MISC. SUPPLIES	10/2015	201510210054	5.99
DEPARTMENT TOTAL:						5.99
DEPARTMENT: 29 INFORMATION SYSTEMS						
16-0990	01-041238	CDW-G	RECEIPT PRINTER	10/2015	ZN24401	734.78
16-1147	01-044615	AT&T	U-VERSE INTERNET	10/2015	201510210057	105.00
16-1143	01-044778	ACCELA	ACCELA SEPTEMBER	10/2015	10835	1,245.00
16-1131	01-11014	BUSINESS IMAGING SYSTEMS,	Annual Renewal	10/2015	51V0027005	6,129.00
DEPARTMENT TOTAL:						8,213.78

Attachment: CITY CLAIMS LIST (1075 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.c.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 33 FINANCE DEPARTMENT						
16-1092	01-04333	DELL COMPUTER	LASER PRINTER	10/2015	XJT4PTNX3	221.99
16-1014	01-044073	COAST TO COAST, INC	Toner	10/2015	A1389759	79.99
16-1122	01-12080	LEE OFFICE EQUIPMENT, INC.	COPY PAPER	10/2015	227472	127.80
DEPARTMENT TOTAL:						429.78
DEPARTMENT: 38 CITY CLERK-TREASURER						
16-1145	01-16042	PETTY CASH-CITY CLERK	MISC. SUPPLIES	10/2015	201510210054	18.00
DEPARTMENT TOTAL:						18.00
DEPARTMENT: 41 PUBLIC GOLF COURSE						
16-0414	01-044770	NIKE USA, INC.	STOCK	10/2015	975175485	266.23
DEPARTMENT TOTAL:						266.23
FUND TOTAL:						16,690.09

Attachment: CITY CLAIMS LIST (1075 : Claims List)

FUND: 03 - WORKERS COMP FUND (03)

SUMMARY REPORT

4.c.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 02 WORKMANS COMP

16-1180	01-044941	MITCHELL PHARMACY SOLUTIONS	SW/C PHARMACY REFILL	10/2015	4248313	181.94
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DEPARTMENT TOTAL: 181.94

FUND TOTAL: 181.94

Attachment: CITY CLAIMS LIST (1075 : Claims List)

FUND: 04 - ASSURANCE FUND (04)

SUMMARY REPORT

4.c.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 02 ADMINISTRATIVE SERVICES

16-1181	01-043374	INFINISOURCE COBRA ADMINIST	ADMINISTRATIVE SERVICE	10/2015	684878	142.50
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DEPARTMENT TOTAL: 142.50

FUND TOTAL: 142.50

Attachment: CITY CLAIMS LIST (1075 : Claims List)

FUND: 12 - DONATION FUND (12)

SUMMARY REPORT

4.c.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 02      ADMINISTRATION

16-1107	01-042376	JACKSON COUNTY MEM HOSP	AUTLEPC Room Fee	10/2015	91149	52.40
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DEPARTMENT TOTAL:      52.40

FUND TOTAL:      52.40

Attachment: CITY CLAIMS LIST (1075 : Claims List)

FUND: 31 - STREET &amp; ALLEY FUND (31)

SUMMARY REPORT

4.c.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 12 CAPITAL OUTLAY

16-1002	01-041330	LOGAN COUNTY ASPHALT CO.	ASPHALT	10/2015	19138	3,228.14
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16-1170	01-042179	J & R EQUIPMENT, L.L.C.	STREET SWEEPER	10/2015	JR245712	173,478.00
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DEPARTMENT TOTAL: 176,706.14

FUND TOTAL: 176,706.14

Attachment: CITY CLAIMS LIST (1075 : Claims List)



FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.c.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 02 ADMINISTRATIVE SERVICES						
16-1114	01-01490	CENTERPOINT ENERGY RESOURCEN	NATURAL GAS	10/2015	201510159183	304.41
16-1102	01-041825	CABLE ONE	INTERNET SERVICE	10/2015	201510159188	261.00
16-1103	01-043403	AT&T, INC	TELEPHONE SERVICE	10/2015	201510159187	554.40
16-1116	01-043403	AT&T, INC	TELEPHONE SERVICE	10/2015	201510159184	226.75
16-1061	01-043906	U.S. ALERT LLC	Fire Alarm Monitoring	10/2015	201510159194	431.88
DEPARTMENT TOTAL:						1,778.44
DEPARTMENT: 07 POLICE-TRAFFIC DIVISION						
16-1087	01-01250	ALTUS CLEANERS, INC	MONTHLY CLEANING BILL	10/2015	201510159189	842.14
16-1062	01-044116	COPS	VEST	10/2015	20154294	470.00
16-1113	01-044184	FLEET SERVICES	CREDIT CARD CHARGES	10/2015	42478262	279.62
16-0837	01-15158	O'REILLY AUTOMOTIVE INC.	COOLING FAN	9/2015	0322-137519	199.94
16-1094	01-23180	WILMES SUPERSTORE, INC.	ABS MODULE	10/2015	38410	651.00
DEPARTMENT TOTAL:						2,442.70
DEPARTMENT: 08 POLICE-DETECTIVE DIV						
16-1087	01-01250	ALTUS CLEANERS, INC	MONTHLY CLEANING BILL	10/2015	201510159189	274.44
DEPARTMENT TOTAL:						274.44
DEPARTMENT: 09 POLICE ADMINISTRATION						
16-1087	01-01250	ALTUS CLEANERS, INC	MONTHLY CLEANING BILL	10/2015	201510159189	89.62
16-1103	01-043403	AT&T, INC	TELEPHONE SERVICE	10/2015	201510159187	2,208.00
DEPARTMENT TOTAL:						2,297.62
DEPARTMENT: 11 FIRE DEPARTMENT						
16-1097	01-01250	ALTUS CLEANERS, INC	LAUNDRY SERVICE	10/2015	201510159186	561.96
16-1031	01-043454	ADVANTAGE OFFICE PRODUCTS, OFFICE SUPPLIES		10/2015	0241058-001	40.96
16-0903	01-043551	MOONLIGHT MAINTENANCE & SUP	CLEANING SUPPLIES	10/2015	7388	68.25
16-1030	01-043551	MOONLIGHT MAINTENANCE & SUP	CLEANING SUPPLIES	10/2015	7408	128.66
DEPARTMENT TOTAL:						799.83

Attachment: CITY CLAIMS LIST (1075 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.c.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12 STREET DEPARTMENT						
16-1114	01-01490	CENTERPOINT ENERGY RESOURCEN	NATURAL GAS	10/2015	201510159183	44.51
16-0935	01-041151	ROBERTS TRUCK CENTER	SEAL KIT	10/2015	408105274	177.71
16-1095	01-11070	TEMPLE L KIRBY	STEER TIRES FOR STREET	10/2015	368376	573.00
DEPARTMENT TOTAL:						795.22
DEPARTMENT: 15 BLDG MAINT						
16-0992	01-043437	JAYMAR PLUMBING	wilson center-plumbing	10/2015	6358	125.00
DEPARTMENT TOTAL:						125.00
DEPARTMENT: 17 PARKS/REC ADMINISTRATION						
16-1047	01-12080	LEE OFFICE EQUIPMENT, INC.	COPIER LEASE	10/2015	14750	140.00
DEPARTMENT TOTAL:						140.00
DEPARTMENT: 20 PLANNING DEPARTMENT						
16-0624	01-01340	ALTUS TIMES LEGALS	LEGAL NOTICE	9/2015	201510159197	114.90
16-0894	01-01340	ALTUS TIMES LEGALS	BOA 15-12	9/2015	201510159199	33.35
DEPARTMENT TOTAL:						148.25
DEPARTMENT: 23 FLEET MAINTENANCE						
16-0578	01-043550	NAPA AUTO PARTS	COOLANT EXCHANGER	10/2015	208483	1,599.99
DEPARTMENT TOTAL:						1,599.99
DEPARTMENT: 24 RECREATION						
16-1102	01-041825	CABLE ONE	INTERNET SERVICE	10/2015	201510159188	58.00
16-0206	01-042139	KENNY'S SIGN GRAPHX, LLC	FOOTBALL SIGNS	10/2015	14324	720.00
16-1085	01-044476	MGW ENTERPRISE, LLC	GIRLS BASKETBALL	10/2015	925056294	3,808.00
16-0806	01-12164	LUBER BROTHERS, INC.	FIELD RAKE	10/2015	INV00155650	15,642.60
DEPARTMENT TOTAL:						20,228.60

Attachment: CITY CLAIMS LIST (1075 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.c.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 27 EMERGENCY SERVICES						
16-1115	01-043084	TOUCHTONE	LONG DISTANCE SERVICE	10/2015	201510159185	2.99
16-1103	01-043403	AT&T, INC	TELEPHONE SERVICE	10/2015	201510159187	639.60
DEPARTMENT TOTAL:						642.59
DEPARTMENT: 29 INFORMATION SYSTEMS						
16-1079	01-044778	ACCELA	Accela October	10/2015	14187	1,245.00
DEPARTMENT TOTAL:						1,245.00
DEPARTMENT: 32 POOL						
16-0878	01-10063	JANUS SUPPLY CO., INC	VACUUM CLEANER	9/2015	91091	238.90
DEPARTMENT TOTAL:						238.90
DEPARTMENT: 33 FINANCE DEPARTMENT						
16-0945	01-04170	DATA FLOW, DBA	2015 1099 & W-2 FORMS	10/2015	19739	214.81
DEPARTMENT TOTAL:						214.81
DEPARTMENT: 34 PERSONNEL DEPARTMENT						
16-1129	01-041870	WILCOX, BELINDA	CONTRACT LABOR	10/2015	201510159203	125.00
DEPARTMENT TOTAL:						125.00
DEPARTMENT: 38 CITY CLERK-TREASURER						
16-0616	01-01340	ALTUS TIMES LEGALS	NOTICE OF PUBLIC HEARING	9/2015	201510159195	84.33
16-0819	01-01340	ALTUS TIMES LEGALS	PUBLISH ORDINANCE	9/2015	201510159200	8.70
16-1074	01-043146	STANDLEY SYSTEMS	COPIER LEASE	10/2015	INV543174	198.70
DEPARTMENT TOTAL:						291.73
DEPARTMENT: 41 PUBLIC GOLF COURSE						
16-0288	01-01500	AUTOZONE, ALLDATA & AZ-COMBATTERY		10/2015	0524265049	1,595.34
16-1088	01-042064	VERNON DR. PEPPER BOTTLIN	DRINKS	10/2015	197774	140.50
16-1115	01-043084	TOUCHTONE	LONG DISTANCE SERVICE	10/2015	201510159185	2.99
16-0804	01-12164	LUBER BROTHERS, INC.	GREENS ROLLER	10/2015	INV00155654	9,783.00
DEPARTMENT TOTAL:						11,521.83
FUND TOTAL:						44,909.95

Attachment: CITY CLAIMS LIST (1075 : Claims List)

FUND: 12 - DONATION FUND (12)

SUMMARY REPORT

4.c.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 02 ADMINISTRATION

16-1070	01-044718	AASNIP	SPAY & NEUTER	10/2015	201510159202	317.00
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DEPARTMENT TOTAL: 317.00

FUND TOTAL: 317.00

Attachment: CITY CLAIMS LIST (1075 : Claims List)

FUND: 14 - AIRPORT FUND (14)

SUMMARY REPORT

4.c.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 31 AIRPORT

16-1063	01-042864	SUMMIT HOLDINGS, INC.	SIR TESTING FOR FUEL TANK	10/2015	242124	33.00
16-1036	01-042886	HOOTEN OIL CO., INC	FUEL TRUCK LEASE	10/2015	0005056-IN	2,250.00
16-1037	01-042906	SOUTHWEST OKLA INTERNET	TERMINAL INTERNET SERVICE	10/2015	201510159192	93.45
16-1086	01-043022	AIRNAV, LLC	AIRNAV LISTING	10/2015	1952685	607.00
16-1104	01-23183	WILMES CHEVROLET, BUICK, IN	2013 CHEVY EQUINOX	10/2015	201510159204	16,500.00

DEPARTMENT TOTAL: 19,483.45

FUND TOTAL: 19,483.45

Attachment: CITY CLAIMS LIST (1075 : Claims List)

FUND: 16 - HOTEL/MOTEL TAX FUND (16)

SUMMARY REPORT

4.c.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 32 HOTEL/MOTEL TAX DEPT

16-1075	01-12051	ALTUS SOUTHWEST AREA	SEPTEMBER 2015 HOTEL/MOTE	10/2015	201510159198	22,070.75
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DEPARTMENT TOTAL: 22,070.75

FUND TOTAL: 22,070.75

Attachment: CITY CLAIMS LIST (1075 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.c.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 11      FIRE DEPARTMENT

16-0615	01-23180	WILMES SUPERSTORE, INC.	FLEET FOR POLICE, ELECTRI	10/2015	201510260070	37,994.25
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DEPARTMENT TOTAL:      37,994.25

FUND TOTAL:      37,994.25

GRAND TOTAL:      37,994.25

Attachment: CITY CLAIMS LIST (1075 : Claims List)

## G / L R E C A P

4.c.a

PERIOD	G/L ACCOUNT	NAME	AMOUNT	TOTAL
10/2015	01 5-11-5403.215	Vehicles	37,994.25	37,994.25
GRAND TOTAL ESTIMATE:				0.00
GRAND TOTAL ACTUAL:				37,994.25
REPORT TOTAL:				37,994.25

Attachment: CITY CLAIMS LIST (1075 : Claims List)



Item No. \_\_\_\_\_

Date: November 3, 2015

## **AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Consider, Discuss and Vote to Approve Ordinance No. 2015-\_\_\_\_\_ Changing the Zoning Classification of a 0.64 Acre Tract Located South of the 1900 Block of Falcon Road and Adjacent to the NE Corner of the Mesquite Meadows Addition from Suburban Commercial (SC) to Auto-Urban Residential (AR).

**INITIATOR:** Nassaney Land Company, LLC

**STAFF INFORMATION SOURCE:** Planning Director

**BACKGROUND:** The Altus City Planning Commission (ACPC) will consider the rezoning of a portion of the Mesquite Meadows Addition during their September 21, 2015. The proposed rezoning site is a 0.64 acre tract zoned Suburban Commercial (SC). The tract was not included in the rezoning of the Mesquite Meadows Addition, ACPC-15-06. The rezoning application was submitted for a rezoning of an existing agriculture site from Agriculture to Auto-Urban Residential. The commercial site was on the north end of the site was removed from the rezoning of the addition. The 0.64 acre tract is part of the commercial site and will be used for residential development. Nassaney Land LLC, applicant and owner, requests a rezoning of the 0.64 acre tract to Auto-Urban Residential.

The ACPC recommendation made during the Special Meeting on November 2, 2015 will be submitted to City Council after the meeting. The notice of the Public Hearing was published in the Altus Times on October 11, 2015 with forty-three property owners within 300.0' of the proposed site notified by mail of the ACPC meeting. There were not any property owners present during the meeting or any comments received from the public concerning the request. The Planning Commission voted to approve the rezoning request.

Notice of the City Council Public Hearing concerning this request was published in the Altus Times on October 11, 2015. Property owners within 300.0' of the area were notified by mail of the November 3, 2015 hearing.

The Preliminary Plat for Mesquite Meadows Addition was approved by the ACPC during their September 21, 2015 meeting. The Final Plat for the addition is pending on the November 3<sup>rd</sup> City Council agenda.

**FUNDING:** N/A

**EXHIBITS:** 1). Ordinance 2015 \_\_\_\_\_. 2). Rezoning application 3). Staff Report Case No

ACPC-15-11.

**COUNCIL ACTION:** Vote to Approve Ordinance No. 2015-\_\_\_\_\_ Changing the Zoning Classification of a 0.64 Acre Tract Located South of the 1900 Block of Falcon Road and Adjacent to the NE Corner of the Mesquite Meadows Addition from Suburban Commercial (SC) to Auto-Urban Residential (AR).

**STAFF RECOMMENDATION:** Stated Council Action

Published this \_\_\_\_\_ day of November, 2015 .

ORDINANCE NO. 2015 - \_\_\_\_\_

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY FROM SUBURBAN COMMERCIAL (SC) TO AUTO-URBAN RESIDENTIAL (AR).

WHEREAS, the owners or agents of the owners of the property hereinafter described have made an application to change the zoning classification from Suburban Commercial (SC) to Auto Urban Residential (AR).

WHEREAS, the Altus City Planning Commission has considered said application at a Public Hearing and has made recommendation to the City Council to approve said application, and Notice of the Public Hearing has been duly given as provided by law, said Hearing has been held as provided by law and no one appeared at the Hearing in opposition to said rezoning, the Altus City Planning Commission recommended to the City Council to approve said rezoning.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE COUNCIL MEMBERS OF THE CITY OF ALTUS, OKLAHOMA:

Section 1. That the following property, to-wit:

A tract of land located in the Northeast Quarter (NE 1/4) of Section Sixteen (16), Township Two (2) North, Range Twenty (20) West of the Indian Meridian, Jackson County, Oklahoma more particularly described as follows:

Commencing at the Northwest Corner (NW) of said Northeast Quarter (NE 1/4), thence S00°46'37"W along the West line of said NE 1/4, a distance of 83.00 feet to the POINT OF BEGINNING, said point also being the NE corner of University Heights Addition; thence S89°13'24"E, parallel to the north line of said NE 1/4 and along the south line of USA property filed in Book 61, Page 644 in the Jackson County Clerk's Office, Jackson County, Oklahoma, a distance of 52.8 feet; thence S34°32'27"E, along the westerly line of said USA property a distance of 265.94 feet; thence N89°13'24"W, a distance of 206.54 feet to a point on the west line of said NE 1/4 and the east line of said University Heights Addition, thence N00°46'37"E, along the west line of said NE 1/4 and the east line of said University Heights Addition, a distance of 217.00 feet to the POINT OF BEGINNING, containing 0.64 acres, more or less.

Attachment: Mesquite 0.64 acre Ordinance (1065 : Rezone 0.64 Acre in Mesquite Meadows Addition from SC to AR)

which was classified as Suburban Commercial (SC) by the terms of the Unified Development Code of the Altus Code 1980, Ordinance No. 2007-3, be and the same is hereby re-classified as Auto-Urban Residential (AR).

Section 2. That the property and all improvements are to comply with the staff recommendations contained in ACPC-15-11 Staff Report of November 2, 2015 and all zoning, building and fire codes.

Section 3. That this ordinance be published one time in its entirety in the Altus Times under P.O. # \_\_\_\_\_ on the \_\_\_\_\_ day of November, 2015.

PASSED AND APPROVED this \_\_\_\_\_ day of November, 2015.

By: \_\_\_\_\_

JACK SMILEY, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
DEBBIE DAVIS, City Clerk

APPROVED AS TO FORM AND LEGALITY this \_\_\_\_\_ day of November, 2015.

\_\_\_\_\_  
CATHERINE J. COKE, City Attorney

RECOMMENDED FOR APPROVAL

by the Altus City Planning Commission  
on the 2<sup>nd</sup> day of November, 2015.

\_\_\_\_\_  
JOHN BAILEY, Chairman

Attachment: Mesquite 0.64 acre Ordinance (1065 : Rezone 0.64 Acre in Mesquite Meadows Addition from SC to AR)



## ALTUS CITY PLANNING COMMISSION APPLICATION

Applicant Nassaney Land Company, LLC. Date 10-8-2015

Address of Applicant 2301 Las Brisas, Altus, OK 73521 Phone (580) 919-5448

Address of Subject Property Mesquite Meadows

Legal Description (Attach 2 copies if metes and bounds) See Attached

Request/Proposal Rezoning from SC to AR (.64 Acres)

A FEE OF \$100.00 MUST BE SUBMITTED TO COVER THE CITY'S EXPENSE OF LEGAL PUBLICATION AND/OR NOTICES.

Nassaney Land Company, LLC.

Owner's Name (Typed or Printed)

[Signature]  
Owner's Signature

DATE OF PRELIMINARY HEARING: \_\_\_\_\_

DATE OF PUBLIC HEARING: 11/2/15

ACPC PERMISSION GRANTED: \_\_\_\_\_ NOT GRANTED: \_\_\_\_\_

REASON FOR NOT GRANTING PERMISSION: \_\_\_\_\_

Attachment: Application Rezoning (1065 : Rezone 0.64 Acre in Mesquite Meadows Addition from SC to AR)

## PARCEL FOR REZONING – MESQUITE MEADOWS

A tract of land located in the Northeast Quarter (NE 1/4) of Section Sixteen (16), Township Two (2) North, Range Twenty (20) West of the Indian Meridian, Jackson County, Oklahoma more particularly described as follows:

Commencing at the Northwest Corner (NW) of said Northeast Quarter (NE 1/4), thence S00°46'37"W along the West line of said NE 1/4, a distance of 83.00 feet to the POINT OF BEGINNING, said point also being the NE corner of University Heights Addition; thence S89°13'24"E, parallel to the north line of said NE 1/4 and along the south line of USA property filed in Book 61, Page 644 in the Jackson County Clerk's Office, Jackson County, Oklahoma, a distance of 52.8 feet; thence S34°32'27"E, along the westerly line of said USA property a distance of 265.94 feet; thence N89°13'24"W, a distance of 206.54 feet to a point on the west line of said NE 1/4 and the east line of said University Heights Addition, thence N00°46'37"E, along the west line of said NE 1/4 and the east line of said University Heights Addition, a distance of 217.00 feet to the POINT OF BEGINNING, containing 0.64 acres, more or less.

Legal Description Prepared 9/26/2015

Sheri Janis, PLS 1808  
 Fox, Drechsler & Brickley, Inc.  
 113 Falcon Road  
 P.O. Box 758  
 Altus, OK 73521  
 Certificate of Authorization: 375

Attachment: Application Rezoning (1065 : Rezone 0.64 Acre in Mesquite Meadows Addition from SC to AR)



Attachment: 0.64 photo (1065 : Rezone 0.64 Acre in Mesquite Meadows Addition from SC to AR)

Item No. \_\_\_\_\_

Date: November 3, 2015

## **AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Consider, Discuss and Vote to Accept the Altus City Planning Commission (ACPC) Recommendation Concerning the Final Plat of the Mesquite Meadows Addition and Vote to Approve Resolution No. 2015 \_\_\_\_\_ to Accept the Altus City Planning Commission (ACPC) Recommendation Concerning the Final Plat for the Mesquite Meadows Addition.

**INITIATOR:** Gary Brickley, Fox, Dreschler and Brickley, Inc, Applicant, and George Nassaney, Nassaney Land Company, LLC, Owner and Developer.

**STAFF INFORMATION SOURCE:** Planning Director, City Engineer/Public Works, Street Commissioner

**BACKGROUND:** The Mesquite Meadows Plat is on the Altus City Planning Commission (ACPC) Special Meeting Agenda on November 2, 2015. The ACPC will review the Final Plat and submit its recommendation the City Council for the November 3, 2015 hearing. The Preliminary Plat was approved by ACPC during their September 21, 2015 meeting. The ACPC recommendation and the Mesquite Meadows Final Plat and Staff Report will be submitted to Council after the ACPC November 2<sup>nd</sup> ACPC meeting.

**FUNDING:** N/A

**EXHIBITS:** 1) Mesquite Meadows Final Plat Application; 2) Notice of Public Hearing and Resolution No. \_\_\_\_\_. The Final Plat and Staff Report and comments will be submitted to Council after the November 2<sup>nd</sup> ACPC meeting.

**COUNCIL ACTION:** Vote to Accept the Altus City Planning Commission (ACPC) Recommendation Concerning the Final Plat of the Mesquite Meadows Addition and Vote to approve Resolution No. 2015 \_\_\_\_\_ to accept the Altus City Planning Commission (ACPC) recommendation concerning the Final Plat for the Mesquite Meadows Addition.

**STAFF RECOMMENDATION:** Stated Council Action





# ALTUS CITY PLANNING COMMISSION (ACPC)

City of Altus

## SUBDIVISION DEVELOPMENT APPLICATION

CASE NO: 15-10

PUBLIC HEARING DATE:

11/2/15

☐ CONCEPT PLAN      ☐ PRELIMINARY PLAT      ☒ FINAL PLAT

Proposed Name of Addition Mesquite Meadows

Legal Description (State full legal description, including Section, Township and Range – attach additional pages if necessary)

☐ See Attached \_\_\_\_\_  
 \_\_\_\_\_

Total acreage of property 23.84 No. Lots 70 Lot size 6000 sf.Present Zoning District AR Proposed Zoning District ARApplicant Name Fox, Drechsler & Brickley, Inc.Address: 113 Falcon Road, PO Box 758, Altus, OK 73522  
 \_\_\_\_\_ City, \_\_\_\_\_ State, \_\_\_\_\_ ZipPhone: (580)482-6583 Mobil \_\_\_\_\_ Fax: (580)482-6585

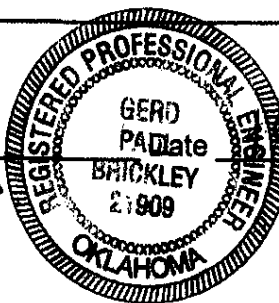
☐ Registered Architect      ☒ Licensed Engineer      ☒ Registered Surveyor

Current Record Property Owner Name (s) Nassaney Land Company, LLCAddress 2301 Las Brisas \_\_\_\_\_ Altus \_\_\_\_\_ OK \_\_\_\_\_ 73521  
 \_\_\_\_\_ City, \_\_\_\_\_ State, \_\_\_\_\_ ZipPhone: (580) 919-5448 Mobile \_\_\_\_\_ Fax: \_\_\_\_\_

Representative Name, Address and Phone:

George Nassaney

Applicant Signature

11/2/2015

**LEGAL NOTICE  
NOTICE OF HEARING  
PLANNING COMMISSION  
CASE NO ACPC-15-10  
CITY OF ALTUS  
PUBLISHED UNDER PO#16-1045-20**

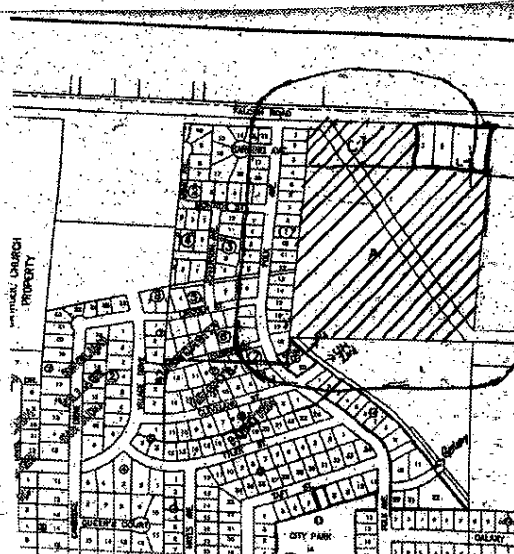
**LOCATION: Mesquite Meadows Addition.**

**NOTICE IS HEREBY GIVEN**, that the Altus City Planning Commission will hold a Public Hearing on November 2, 2015 to hear the application by Gary Brickley, Fox, Dreschler & Brickley, Inc., applicant, and George Nassaney, Nassaney Land Company LLC, owner for approval of the Mesquite Meadows Addition Final Plat, Case No ACPC-15-10. After review of the proposed residential development, the Planning Commission will submit their recommendation to the Altus City Council. The Planning Commission meets in the Council Chambers, 509 South Main, Altus Oklahoma, beginning at 4:00 p.m.

**NOTICE IS HEREBY GIVEN**, that the City Council of Altus will hold a Public Hearing to on November 3, 2015 to consider the request by Gary Brickley, Fox, Dreschler & Brickley, Inc., applicant, and George Nassaney, Nassaney Land Company LLC, owner for approval of the Mesquite Meadows Addition Final Plat, Case No ACPC-15-10. The Mesquite Meadows Addition is zoned Auto-Urban Residential. The City Council meets in the Council Chambers, 509 South Main, Altus Oklahoma, beginning at 6:30 p.m. The limits and boundaries of said tract of land are described as follows:

A tract of land located in the Northeast Quarter (NE 1/4) of Section Sixteen (16), Township Two (2) North, Range Twenty (20) West of the Indian Meridian, Jackson County, Oklahoma more particularly described as follows:

Commencing at the Northwest Corner (NW) of said Northeast Quarter (NE 1/4), thence S00°46' 37"W along the West line of said NE 1/4, a distance of 83.00 feet to the POINT OF BEGINNING, said point also being the NE corner of University Heights Addition; thence S89°13' 24"E, parallel to the north line of said NE 1/4 and along the south line of USA property filed in Book 61, Page 644 in the Jackson County Clerk's Office, Jackson County, Oklahoma, a distance of 52.8 feet; thence S34°32'27"E, along the westerly line of said USA property a distance of 265.94 feet; thence S89°13' 24"E, parallel to the north line of said NE 1/4, a distance of 781.75 feet; thence S00°48' 58"W, a distance of 1023.28 feet; thence N89°09'49"W, along the north line of City of Altus property filed in Book 973, Page 149-150 in the Jackson County Clerk's Office, a distance of 987.59 feet to a point on the west line of said NE 1/4 and the east line of said University Heights Addition; thence N00°46' 37"E, along the west line of said NE 1/4, said line being the east line of University Heights Addition, a distance of 1239.25 feet to the POINT OF BEGINNING, containing 23.84 acres, LESS AND EXCEPT the property previously conveyed to the United States of America by warranty deed recorded in Book 61, Page 644 of the Jackson County Clerk's Office contained within the above described property, containing 1.74 acres.



Any person having any objections to the proposed rezoning from Agriculture (AG) to Auto-Urban Residential (AR) may appear before the Altus City Planning Commission and the Altus City Council in the Council Chambers on the above date set for their hearing and show cause why the proposed final plat should not be approved. At any time not later than three days prior to said hearing, any owner of property within the area affected, or any owner of property within a 300 foot radius of the exterior boundary of the subject property, may make legal written protest by filing the same with the Planning Director, Planning and Development Department, 509 S Main, Altus, OK 73521. For further information call the City Planning and Development Department at (580) 481- 2205, Monday- Friday - 8:00 am to 5:00 pm.

#6934 Published in the Altus Times on 10/11/15.

Attachment: Legal publication 15-10 (1077 : Mesquite Meadows Final Plat)

## RESOLUTION NO. 2015-\_\_\_\_\_

### A RESOLUTION OF THE CITY OF ALTUS, OKLAHOMA, TO ACCEPT THE FINAL PLAT OF THE MESQUITE MEADOWS ADDITION TO THE CITY OF ALTUS, OKLAHOMA, UNDER SECTION 14.504, FINAL PLAT ACCEPTANCE, OF THE CITY'S UNIFIED DEVELOPMENT CODE.

**WHEREAS**, the City of Altus, Oklahoma, by passage of Ordinance No. 2007-13 on April 3, 2007, adopted and enacted the Altus Unified Development Code ("UDC"), and Section 14.504 of said UDC contains provisions necessary for Final Plat Acceptance, including the requirement in subsection (D) that the passage of a resolution accepting the Final Plat shall constitute final approval for the platting of the area in question; and

**WHEREAS**, Gary Brickley, Fox, Drechsler and Brickley, Inc., applicant, and **Nassaney Land Company, LLC**, owner and developer, have submitted a Final Plat for the MESQUITE MEADOWS ADDITION to the City of Altus, Oklahoma, described as follows, to-wit:

A tract of land located in the Northeast Quarter (NE 1/4) of Section Sixteen (16), Township Two (2) North, Range Twenty (20) West of the Indian Meridian, Jackson County, Oklahoma more particularly described as follows:

Commencing at the Northwest Corner (NW) of said Northeast Quarter (NE 1/4), thence S00°46'37"W along the West line of said NE 1/4, a distance of 83.00 feet to the POINT OF BEGINNING, said point also being the NE corner of University Heights Addition; thence S89°13'24"E, parallel to the north line of said NE 1/4 and along the south line of USA property filed in Book 61, Page 644 in the Jackson County Clerk's Office, Jackson County, Oklahoma, a distance of 52.8 feet; thence S34°32'27"E, along the westerly line of said USA property a distance of 265.94 feet; thence S89°13'24"E, parallel to the north line of said NE 1/4, a distance of 781.75 feet; thence S00°48'58"W, a distance of 1023.28 feet; thence N89°09'49"W, along the north line of City of Altus property filed in Book 973, Page 149-150 in the Jackson County Clerk's Office, a distance of 987.59 feet to a point on the west line of said NE 1/4 and the east line of said University Heights Addition; thence N00°46'37"E, along the west line of said NE 1/4, said line being the east line of University Heights Addition, a distance of 1239.25 feet to the POINT OF BEGINNING, containing 23.84 acres, LESS AND EXCEPT the property previously conveyed to the United States of America by warranty deed recorded in Book 61, Page 644 of the Jackson County Clerk's Office contained within the above described property, containing 1.74 acres.

**WHEREAS**, on November 2, 2015, the Altus City Planning Commission (ACPC) approved the Final Plat of the MESQUITE MEADOWS ADDITION and has forwarded its recommendation to the City Council; and

**WHEREAS**, the City Council has been informed that all the requirements of Section 14.504 of the UDC have been met and the City Council in the passage of this resolution has conducted a “hearing on final plat acceptance” with notice having been sent by mail not less than five days before the date of the Council public hearing.

**WHEREAS**, the City Council by passage of this Resolution, has determined to approve and accept the Final Plat of the MESQUITE MEADOWS ADDITION.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALTUS:**

**Section 1.** That the City Council has conducted a public hearing on the final plat acceptance of the MESQUITE MEADOWS ADDITION to the City of Altus, Oklahoma, as required by Section 14.504 of the Altus Unified Development Code (“UDC”) and has determined that all requirements have been met, and that there is no opposition to the acceptance of this Final Plat.

**Section 2.** That, by passage of this resolution, the City of Altus hereby approves and accepts the Final Plat of the MESQUITE MEADOWS ADDITION to the City of Altus, Oklahoma, as hereinabove described.

PASSED AND APPROVED this \_\_\_\_\_ day of November 3, 2015

BY: \_\_\_\_\_  
Jack Smiley, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Debbie Davis, City Clerk/Treasurer

APPROVED as to form and legality this \_\_\_\_\_ day of November, 2015.

\_\_\_\_\_  
Catherine J. Coke, City Attorney

Attachment: Mesquite Meadows Resolution 2 (1077 : Mesquite Meadows Final Plat)

Item No. \_\_\_\_\_

Date: November 3, 2015

## **AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Consider, Discuss and Vote to Approve the Selection of Boynton Williams & Associates as the Architectural Firm to Plan, Design of the New Altus Fire Department - Central Fire Station to be Funded from MAPS, or Take Any Other Appropriate Action.

**INITIATOR:** Phillip W. Beauchamp

**STAFF INFORMATION SOURCE:** Phillip W. Beauchamp

**BACKGROUND:** Upgrading and expanding the Altus Fire Department (existing) Central Fire Station was part of the 2008 MAPS plan. Since then, research of the existing Central Fire Station building has revealed that it is not cost effective to commit the amount of money that it would take to make the structure a usable and viable fire facility going into the future. One of the reasons for this lies in the fact that the current location does not have enough room to house all of the fire apparatus that needs to be stored on site.

Considerable discussion has followed and it is felt that the City of Altus could make better use it's money by constructing an entirely new facility. Location of this propose fire house would be in the 100 Block of North Park Lane.

Staff has spoken with Boynton Williams & Associates about this issue and find that they have considerable experience in the construction / remodeling of no less than nine (09) fire departments and are in the process of building / remodeling three (03) senior citizens centers (one of which belongs to the City of Altus).

Staff recommends the selection of this architectural firm.

**FUNDING:** MAPS Fire Station Project 54-5-40-5500.002

**EXHIBITS:** Contract with BWA.

**Council ACTION:** Vote to Approve the Selection of Boynton Williams & Associates as the Architectural Firm to Plan, Design of the New Altus Fire Department - Central Fire Station to be Funded from MAPS, or Take Any Other Appropriate Action

**STAFF RECOMMENDATION:** Stated Council Action



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twelfth (12<sup>th</sup>) day of October in the year Two Thousand Fifteen (2015)

(In words, indicate day, month and ~~year~~ year)

BETWEEN the Architect's client identified as the Owner:  
(Name, ~~legal status~~, address and other information)

City of Altus  
509 S. Main St.  
Altus, OK 73521-3135 477  
Phone Number: 580-447-1950  
Fax Number: 580-481-2203

and the Architect:  
(Name, ~~legal status~~, address and other information)

Boynton Williams & Associates, PLLC  
900 36<sup>th</sup> Ave NW, Suite 100  
Norman, OK 73072  
Phone Number: 405-329-0423  
Fax Number: 405-364-1439

for the following Project:  
(Name, location and detailed description)

Architect to provide professional Architectural Design Services for the New Fire Station with Rescue Command Center located at 108 North Park Lane, Altus, Jackson County, Oklahoma.

**Architect's Project # N15065**

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Attachment: CoA\_WBA (1066 : Altus Fire Rescue - Central Fire Station)

Init.



## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

## EXHIBIT A INITIAL INFORMATION

## ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

Refer to Exhibit "A"

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

To be determined based on Final Project Scope

- .2 Substantial Completion date:

To be determined based on award of Contract

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

\$1,000,000.00 Each Occurrence

\$2,000,000.00 General Aggregate

.2 Automobile Liability

\$1,000,000.00 Combined Single Limit

.3 Workers' Compensation

\$500,000.00

.4 Professional Liability

\$1,000,000.00 Per Claim

\$1,000,000.00 Aggregate

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants, ~~consultants, and will neither verify their work nor have responsibility for their errors or omissions.~~ The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded

Init.



by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if ~~necessary,~~ necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's or the Owner's Construction Managers directive or substitution made without the Architect's written approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally ~~responsible-responsive~~ design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include ~~some combination of study models,~~ perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally ~~responsible-responsive~~ design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally ~~responsible-responsive~~ design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and ~~aesthetics,~~ aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 ~~The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~ Owner at his discretion may choose to submit the Architect's Schematic Design Documents to his Construction Manager for Preliminary pricing.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, Work prepared by the Owner's Construction Manager, the Architect shall prepare Design Development Documents for the Owner's

Init.

approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents ~~shall also~~ may include outline specifications that identify major materials and systems and establish in general their quality levels.

~~§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.~~

~~§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.~~ documents to the Owner and request the Owner's approval.

**3.3.4 The Owner at his discretion may choose to submit the Architect's Design Development Documents to his Construction Manager for update in pricing.**

**3.3.5 The Architect shall rely on all Cost of Work Estimates provided by the Owner's Construction Manager. After, Approval of the Design Development Documents based on the Cost of Work Estimate provided by the Owner's Construction Manager any changes or modifications to the Scope of Work shall be provided by the Architect as Additional Services under Section 4.3.1.**

#### **§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, prepared by the Owner's Construction Manager the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the ~~Contractor~~ **Owner's Construction Manager and his Contractors** will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

**§ 3.4.3** During the development of the Construction Documents, the ~~Architect~~ **Owner's Construction Manager** shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and ~~Contractor~~ **Contractors**; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall ~~also~~ compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms ~~forms as provided by the Owner's Construction Manager.~~

**§ 3.4.4** ~~The Architect shall update~~ Owner at his discretion may choose to submit the Architects Design Development Documents to his Construction Manager for an update of the estimate for the Cost of the Work.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, ~~advise the Owner of any adjustments to the estimate of the Cost of the Work,~~ take any action required under Section 6.5, and request the Owner's approval.

#### **§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**

##### **§ 3.5.1 GENERAL**

The ~~Architect~~ **Owner's Construction Manager** shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the ~~Architect~~ **Owner's Construction Manager** shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals;~~ (2) confirming

responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The ~~Architect~~ **Owner's Construction Manager** shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda to the Owner's Construction Manager identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~

- ~~.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors; and~~
- ~~.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the ~~Contractor~~ **Owner's Construction Manager** as set forth below and in AIA Document A201™ 2007, A201 – 2007, General Conditions of the Contract for Construction. If the Owner and ~~Contractor~~ **Owner's Construction Manager** modify AIA Document A201 – 2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**3.6.1.1.1 The Work for the purpose of defining the Architect's Scope of Services and duties by this Agreement shall mean the Portion of the Project as defined by the Construction Documents.**

§ 3.6.1.2 The Architect shall advise and consult with the Owner and the Owner's Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent

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provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Owner's Construction Manager or his Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the ~~Contractor~~ Owner's Construction Manager or his Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the ~~award of the Contract for Construction and terminates~~ Owner's acceptance of the Owner's Construction Manager's Guaranteed Max Cost and terminates at the latest issuance of a Certificate of Occupancy, on the date the Architect issues the ~~final Certificate for Payment~~ statement of final acceptance of Work.

### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in ~~accordance~~ general accord with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations or deviations a reasonable or prudent architect working under the same or similar circumstances should have known about from the Contract Documents and from the most recent construction schedule submitted by the Contractor, Owner's Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the ~~Contractor,~~ Owner's Construction Manager or his Contractors, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or ~~Contractor,~~ the Owner's Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and ~~Contractor,~~ Owner's Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and ~~Contractor~~ the Owner's Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, 201-2007, the Architect shall render initial decisions on Claims between the Owner and the Owner's Construction Manager and/or Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR/PAYMENTS TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. ~~The Architect's certification Confirm to the Owner~~ the amounts due the Owner's Construction Manager and/or Contractor. The Architect's recommendation for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Owner's Construction Manager's and/or Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of

the Work is in accordance ~~general accord~~ with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate-Recommendation for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors the Owner's Construction Manager and material suppliers and other data requested by the Owner to substantiate the Owner's Construction Manager's and/or Contractor's right to payment, or (4) ascertained how or for what purpose the ~~Contractor has used money previously paid~~ Owner's Construction Manager has used money previously paid on account of the Contract Sum.

3.6.3.2.1 The Owner's Construction Manager shall have ultimate responsibility for the accuracy of all applications for payment and how the money is used to pay on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications ~~and Certificates for~~ Payment.

#### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect ~~shall review the Contractor's~~ along with the Owner's Construction Manager shall review the Owner's Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the ~~Contractor's~~ Owner's Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the ~~Contractor's~~ Owner's Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated in writing by the Architect, of any construction means, methods, techniques, sequences or ~~procedures~~ procedures which are the responsibility of the Owner's Construction Manager and his Contractors. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require ~~the Contractor to provide~~ professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review ~~Shop Drawings-shop drawings~~ and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design ~~professionals~~ professionals, and will neither verify their work nor have responsibility for their errors or omissions.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the ~~Contractor~~ Owner's Construction Manager in accordance with the requirements of the Contract Documents.

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### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall ~~prepare Change Orders and Construction Change Directives review~~ Change Orders for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the ~~Work~~ Work recorded by Change Orders.

§3.6.5.3 Changes or modifications made to the work indicated within the Architects Instruments of Service by the Owner or the Owner's Construction Manager without written authorization by the architect, shall relieve the Architect of all liability arising from such changes or modifications.

### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; ~~issue Certificates of Substantial Completion; receive from the Contractor received from the~~ Owner's Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and ~~issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.~~ Owner's Construction Manager.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor ~~Owner's Construction Manager~~ of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the ~~Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the~~ Contract Sum, if any, for final completion or correction of the Work. Owner.

~~§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.~~

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming ( <del>B202™</del> 2009)	*1 Architect	
§ 4.1.2 Multiple preliminary designs	*1 Architect	
§ 4.1.3 Measured drawings	N/A	
§ 4.1.4 Existing facilities surveys	N/A	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	N/A	
§ 4.1.6 Building Information Modeling ( <del>B202™</del> 2008) information modeling	Owner	
§ 4.1.7 Civil engineering	Owner	

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User Notes:

§ 4.1.8	Landscape design	Owner	
§ 4.1.9	Architectural Interior Design (B252™-2007)	Owner	
§ 4.1.10	Value Analysis (B204™-2007)	Owner	
§ 4.1.11	Detailed cost estimating	Owner	
§ 4.1.12	On-site Project Representation (B207™-2008) project representation	Architect	
§ 4.1.13	Conformed construction documents	N/A	
§ 4.1.14	As-Designed-Record-As-designed record drawings	N/A	
§ 4.1.15	As-Constructed-Record-As-constructed record drawings	N/A	
§ 4.1.16	Post occupancy evaluation	Owner	
§ 4.1.17	Facility Support Services (B210™-2007)	Owner	
§ 4.1.18	Tenant-related services	N/A	
§ 4.1.19	Coordination of Owner's consultants	N/A	
§ 4.1.20	Telecommunications/data design	Owner	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Owner	
§ 4.1.22	Commissioning (B211™-2007)	Owner	
§ 4.1.23	Extensive environmentally responsible responsive design	N/A	
§ 4.1.24	LEED® Certification (B214™-2012) (B214™-2007)	N/A	
§ 4.1.25	Fast-track design services	N/A	
§ 4.1.26	Historic Preservation (B205™-2007)	N/A	
§ 4.1.27	Furniture, Furnishings, Finishings, and Equipment Design (B253™-2007)	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

\*1 To be provided by the Architect as part of his Basic Services.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
 

**.1 If the Owner provides cost estimating services itself, by an Owner's Consultant, through a Construction Manager, or otherwise, required revision of the Construction Documents shall be an additional service – since the Architect will have relied on the cost estimates as Owner furnished information per Section 3.1.2.**
- .2 Services necessitated by the Owner's request for extensive environmentally responsible-responsive design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

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- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's C.M. consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients; **including the Owner's Construction Manager.**
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; **or the Owner's Construction Manager.**
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal **Owner's Construction Manager's and/or Contractor's** submittals out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the **Owner's Construction Manager's and/or Contractor's** requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor **Owner's Construction Manager and his Contractors** from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared **Owner's Construction Manager and/or Contractors -prepared** coordination drawings, or prior Project correspondence or documentation;
- .3 ~~Preparing Review~~ Change Orders and Construction Change Directives that require evaluation of **Owner's Construction Manager's and/or Contractor's** proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the ~~Owner or Contractor~~ **Owner, Owner's Construction Manager and/or Contractors** and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 \* ( \* ) visits to the site by the Architect over the duration of the Project during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

**\* Appropriate to the Work in Progress**

§ 4.3.4 If the services covered by this Agreement have not been completed within No Limit ( N/A ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the



Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

~~§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.~~

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner and/or the Owner's Construction Manager shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's ~~consultants~~ consultants including but not limited to the Owner's Construction Manager. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. ~~The~~ The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the ~~Contractor~~ Owner's Construction Manager and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

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§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and ~~Contractor~~, Owner's Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the ~~Contractor~~ Owner's Construction Manager and/or his Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project ~~designed or specified by the Architect and shall include contractors' as defined by the Construction Documents and shall include Owner's Construction Manager's fees~~ general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work ~~is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. the Cost of the Work shall be provided by the Owner and the Owner's Construction Manager.~~ It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the ~~Contractor's~~ Owner's Construction Manager's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's or the Owner's Construction Manager's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared ~~or agreed to by~~ by the Owner's Construction Manager and provided to the Architect.

§ 6.3 ~~In preparing estimates of the Cost of Work, the~~ The Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's or the Owner's Construction Manager budget for the Cost of the Work. ~~The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. Work. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4. Owner's Construction Manager shall provide such services, on which the Architect shall solely rely.~~

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's or the Owner's Construction Manager's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's Owner's or the Owner's Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner's Construction Manager in conjunction with the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the ~~Architect~~ Architect and the Owner's Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; ~~or such revisions being provided per Section 4.3.1.1.1~~

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- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, ~~without shall receive~~ additional compensation, and shall modify the Construction Documents as necessary to comply with the Owner's and/or the Owner's Construction Manager's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the ~~Contractor,~~ Owner's Construction Manager and his Contractors, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's other consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner or the Owner's Construction Manager and/or his Contractor's uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's, the Owner's Construction Manager, and/or his Contractors use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 ~~To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such~~

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rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. TO THE FULLEST EXTENT PERMITTED BY LAW, THE ARCHITECT SHALL INDEMNIFY THE OWNER FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AWARDED UNDER APPLICABLE LAW ON ACCOUNT OF NEGLIGENCE ARISING OUT OF OR RESULTING FROM THE ARCHITECT'S NEGLIGENT PERFORMANCE OF ITS WORK. THESE INDEMNIFICATION OBLIGATIONS SHALL BE LIMITED TO CLAIMS, DAMAGES, LOSSES, OR EXPENSES (i) ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, AND (ii) TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES, OR EXPENSES ARE CAUSED BY NEGLIGENT ACTS OR OMISSIONS OF THE ARCHITECT, THE ARCHITECT'S CONSULTANT(S), ANYONE EMPLOYED BY EITHER, OR ANY OTHER ENTITY FOR WHOM THE INDEMNITOR IS LEGALLY LIABLE. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ADRIDGE, OR OTHERWISE REDUCE OTHER RIGHTS OR OBLIGATIONS OF IDEMNITY WHICH WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS PARAGRAPH.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

**8.1.3.1 The Owner shall require the Owner's Construction Manager to provide the same waiver of consequential damages as described herein. Owner shall provide Architect documentation of such waiver.**

Refer to Section 12.1

Refer to Section 12.1

Attachment: CoA\_WBA (1066 : Altus Fire Rescue - Central Fire Station)

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## § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other (Specify)

## § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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#### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7. due.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern

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Section 8.3: laws, jurisdiction and venue for any action arising under or related to this Agreement shall lie exclusively in Oklahoma County, Oklahoma

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, A201-2007, General Conditions CMc of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

11.1.1 A fee of six percent (6%) of the Cost of Work as defined in Article 6 "Cost of Work" shall be paid to the Architect in accordance with Section 11.10 "Payments to the Architect".

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

11.2.1 Any Additional Services required shall be provided based on a fee mutually agreed to in writing by both the Owner and the Architect prior to commencement of work by the Architect.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Init.

To be determined based on Service to be provided. Fee to be mutually agreed to in writing by both the Owner and the Architect prior to commencement of work by the Architect.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (—%)~~ Ten Percent ( 10% ), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (	<u>05</u>	%)
* Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Total Basic Compensation	one hundred	percent (	100	%)

**\* This portion of the fee shall be invoiced each month in direct proportion to the amount of Work completed by the Contractor.**

**11.6.1 Refer to Section 4.3.1.6 for Alternates. Architect shall be compensated for the Alternates required by the Owner and/or the Owner's Construction Manager and incorporated into the Construction Documents, whether the bids for the Alternates are accepted or not.**

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
<u>Principals</u>	<u>\$270.00/Hour</u>
<u>Sr. Vice President</u>	<u>\$160.00/Hour</u>
<u>Vice President</u>	<u>\$150.00/Hour</u>
<u>Project Architects</u>	<u>\$135.00/Hour</u>
<u>Sr. Project Managers</u>	<u>\$125.00/Hour</u>
<u>Project Managers</u>	<u>\$110.00/Hour</u>
<u>Revit Technician</u>	<u>\$120.00/Hour</u>
<u>CADD Operator Level I</u>	<u>\$ 90.00/Hour</u>
<u>CADD Operator Level II</u>	<u>\$ 70.00/Hour</u>
<u>Sr. Construction Administration</u>	<u>\$135.00/Hour</u>
<u>Construction Administration</u>	<u>\$110.00/Hour</u>
<u>Administration</u>	<u>\$ 95.00/Hour</u>



## § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- ~~1 Transportation and authorized out-of-town travel and subsistence;~~
- ~~2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
- 3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- 4 Printing, reproductions, plots, standard form documents;
- 5 Postage, handling and delivery;
- 6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- 7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- 8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- ~~9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~10 Site office expenses; and~~
- ~~11 Other similar Project-related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (~~—~~ %) Ten Percent ( 10% ) of the expenses incurred.

## § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

11.9.1 A Licensing Fee equal to Ten (10%) percent of the total anticipated Basic Services Fee shall be paid to the Architect.

11.9.2 Said Licensing Fee is above and beyond the Architects Basic Services Fee and any Reimbursable or Additional Service Fees.

11.9.3 All outstanding invoices shall have been paid by the Owner prior to acceptance of the Licensing Fee by the Architect.

11.9.4 The Owner shall not use the Instruments of Service for other projects, unless the Owner obtains the prior written agreement of the Architect.

## § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of (~~\$—~~) N/A (\$ N/A) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, ~~or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect below.~~  
(Insert rate of monthly or annual interest agreed upon.)

% ~~—~~ 1.50% per month

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

Init.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 Delete Section 8.2 - "Mediation" and Section 8.3 - "Arbitration" in their entirety and replace with the following:

"Notwithstanding the provisions of any other documents to the contrary, including, but not limited to AIA Document A201 – 2007, General Conditions of the Contract for Construction, the parties mutually agree that neither may be compelled to submit disputes, arising under or related to this Agreement to any form of binding mediation and/or arbitration."

12.2 If the Owner chooses to act as his own Construction Manager, the Architect shall not be responsible for any issues during the Construction Phase. By executing this agreement the Owner in the capacity of Construction Manager acknowledges and assumes all responsibility for all Construction Means and Methods and waives any and all liability of the Architect and the Architect's Consulting Engineers.

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- 1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- 2 ~~AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:~~
- 3 Other documents:  
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, ~~a~~ forming part of the Agreement.)

Exhibit "A" – Initial Information

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

*(Signature)*

Jack Smiley, Mayor  
City of Altus

*(Printed name and title)*

Date:

*(Signature)*

Clarence Williams, AIA, Manager  
Boynton Williams & Associates, PLLC

*(Printed name and title)*

Date:

Init.

Item No. \_\_\_\_\_

Date: November 3, 2015

## **AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Consider, Discuss and Vote to Approve a Mutual Aid Agreement Between Air Evac Lifeteam ("Air Evac") and the City of Altus as Authorized by State Law, and Authorize Signatures.

**INITIATOR:** Kelly Dillon Air-Evac

**STAFF INFORMATION SOURCE:** Lloyd Colston Emergency Services Director

The State Health Department is now requiring Air Evac Lifeteam ("Air Evac") to have a Mutual Aid Agreement with communities it serves. The City Council authorized a Ground Lease with Air-Evac at the Altus/Quartz Mountain Regional Airport on May 21, 2013. This type of Agreement is authorized by state law. Staff recommends passage of this agenda item.

**STAFF RECOMMENDATION:** Stated Council Action

COUNCIL ACTION: Vote to approve a Mutual Aid Agreement between Air-Evac Lifeteam ("Air Evac") and the City of Altus as authorized by State law, and authorize Signatures.

**MUTUAL ASSISTANCE AGREEMENT  
BETWEEN THE CITY OF ALTUS  
AND AIR EVAC LIFETEAM**

This Mutual Assistance Agreement is entered into as Hereinafter set forth by and between the City of Altus, a municipal corporation organized and existing under the laws of the State of Oklahoma (hereinafter also referred to as "Altus") and Air Evac Lifeteam, (hereinafter also referred to as "Air Evac").

WHEREAS, 74 OKLA. State 1008 and 11 Okla. State 29-105 authorizes this Agreement in which each entity is securing benefits of mutual aid in the protection of life and property from fire, and in firefighting and/or emergency medical response services.

NOW, THEREFORE, the parties agree to the following provisions:

**TERM**

1. This Mutual Aid Assistance Agreement entered into by and between the City of Altus and Air Evac shall be effective on \_\_\_\_\_.
2. On request to an authorized representative of the Air Evac by an authorized representative of the Altus Fire Department, and approval by the authorized representative of the Air Evac, emergency medical response equipment and personnel of the Air Evac, will be dispatched to any location, as designated by the authorized representative of the Altus Fire Department within the area for which the Altus Fire Department normally provides fire protection services or emergency medical response services.
3. On request to an authorized representative of the Altus Fire Department, by an authorized representative of the Air Evac, upon approval by the authorized representative of the Altus Fire Department, firefighting and emergency medical response equipment and personnel of the Altus Fire Department will be dispatched to any location, as designated by the authorized representative of the Air Evac, within the area for which the Air Evac normally provides fire protection or medical response services.
4. Any dispatch of equipment and personnel pursuant to the Agreement is subject to the following conditions:
  - a. Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched; and the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization.
  - b. The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment was dispatched and shall be subject to the orders of that official.
  - c. A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when responding organization is needed within the area for which it normally provides fire protection, as determined by the authorized representative of the responding organizations.
  - d. Each party waives all claims against the other party for compensation for any loss, personal injury, or death occurring as a consequence of this agreement.

- e. All equipment used by the Altus Fire Department and Air Evac in carrying out this agreement will, at the time of the action hereunder, be owned by or under the jurisdiction of the Altus Fire Department and Air Evac, and all personnel acting for the Altus Fire Department and Air Evac, under this agreement will, at the time of such action, be an employee or volunteer member of their respective business.

#### **TERMINATION**

- 5. This agreement may be terminated at any time by either party without cause upon tendering in writing, notice of such termination thirty (30) days prior to the effective date of such termination.

#### **NO THIRD PARTY BENEFICIARIES**

- 6. It is not the intent of this Mutual Assistance Agreement to create any rights in any third parties.

#### **AUTHORIZED REPRESENTATIVE**

- 7. The Chief of the Fire Department, Program Director or other authorized agent of each entity shall be an authorized representative of said Department and may designate such subordinates within the department, as deemed necessary, to act as an authorized Representative in the Chief's absence. Each Chief shall provide the counterpart with a list of authorized representative and phone numbers for contact purposes.

#### **NOT ASSIGN**

- 8. This agreement is not assignable.

#### **AMENDMENTS**

- 9. This agreement may not be amended except by express written agreement of all parties hereto.

#### **INTERPRETATION**

- 10. When any word in this Agreement is used in the singular number, it shall include the plural, and the plural, the singular, except where a contrary intention plainly appears.  
When any word this Agreement is used in the masculine; it shall include the feminine, the masculine, except where a contrary Intention plainly appears.

#### **PRESERVATION OF DEFENSES AND RIGHT**

- 11. Neither party hereto waives and defenses or rights available pursuant to the Government Tort Claims Act at 51 O.S. & 151 et. Seg., common law, statues, or constitutions of the United States or the State of Oklahoma by entering into this agreement.

12. It is mutually understood and agreed upon by the parties hereto that the Agreement contains all of the

Covenants, stipulations and provisions agreed upon by said parties and no agent or other party to

This agreement has authority to alter or change the terms hereto, except as provided herein, an

No party is or shall be bound by any statement or representation not in conformity herewith.

13. This agreement shall be automatically renewed under the same terms and conditions from year to

Year following the expiration of the initial term unless terminated pursuant to Paragraph 5 thereof

APPROVED this \_\_\_\_ Day of \_\_\_\_\_, 2015 by Air Evac.

By:

ATTEST: (SEAL)

Clerk/Notary

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTORNEY FOR AIR EVAC

APPROVED by the Council and signed by the Mayor for the City of Altus  
This \_\_\_\_\_ day of 2015.

THE CITY OF ALTUS

BY: \_\_\_\_\_

JACK SMILEY, MAYOR

ATTEST: (SEAL)

CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS DAY OF \_\_\_\_\_, 2015

CITY ATTORNEY FOR THE CITY OF ALTUS

Attachment: MOU Air Evac 2015 (1068 : Mutual Aid Agreement with Air Evac)

Item No. \_\_\_\_\_

Date: November 3, 2015

## **AGENDA ITEM COMMENTARY**

**ITEM TITLE:** Consider, Discuss and Vote to Approve Ordinance No. 2015-\_\_\_\_\_ Amending the Code of Ordinances, City of Altus, Oklahoma, Chapter 17, Motor Vehicles and Traffic by Adding Section 17-9 Creating a “\$100.00 Motor Vehicle Impoundment Fee,” Separate from Any Issued Citations and Resulting Fines, Costs, or Fees; Creating a “Police Vehicle Equipment Fund”, a Special Account into Which All Impoundment Fees Will be Deposited; and Specifying Possible Uses for the Expenditures of Funds from This Special Account.

**INITIATOR:** Tim Murphy

**STAFF INFORMATION SOURCE:**

**BACKGROUND:** This item was addressed in May/June 2014. The Council passed the ordinance using the Bethany Ordinance, which had five criteria. That was reconsidered by a Councilmember on June 20, 2014 and the ordinance was discarded. This time the Chief of Police is recommending a draft ordinance using the Shawnee ordinance, which has four criteria (see exhibit). The Altus police department has impounded 211 vehicles from Jan-Nov 2015. 165 of these impounds would have met the criteria for the \$100 dollar impound fee listed in the draft ordinance considered.

Several Charter cities in Oklahoma, like Shawnee, Bethany, Del City, El Reno, Eufaula, Guthrie, Mustang and Midwest City have established a \$100 Motor Vehicle Impoundment Fee to be deposited in a special account within the Police Fund, the Police Vehicle Equipment Fund, and expend funds from that account for the purchase of police vehicles and/or equipment, or for the enforcement of traffic safety. These Charter Cities then expended funds from that account for several purposes, namely the purchase of police vehicles and /or equipment, or for the enforcement of traffic safety. The Altus Police Chief is recommending that Council pass an ordinance establishing a Motor Vehicle Impound Fee.

**FUNDING:** N/A

**EXHIBITS:** 1) Draft Ordinance Nol. 2014-\_\_\_\_\_; 2) Shawnee Code excerpt 3) Bethany; Code excerpt; 4) Mustang Code excerpt;

**COUNCIL ACTION:** Vote to Approve Ordinance No. 2015-\_\_\_\_\_ Amending the Code of Ordinances, City of Altus, Oklahoma, Chapter 17, Motor Vehicles and Traffic by Adding Section 17-9 Creating a “\$100.00 Motor Vehicle Impoundment Fee,” Separate from Any Issued



Citations and Resulting Fines, Costs, or Fees; Creating a “Police Vehicle Equipment Fund”, a Special Account into Which All Impoundment Fees Will be Deposited; and Specifying Possible Uses for the Expenditures of Funds from This Special Account.

**STAFF RECOMMENDATION:** Stated Council Action

[Published this \_\_\_\_\_ day of \_\_\_\_\_, 2015.]

ORDINANCE NO. 2015-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF ALTUS, OKLAHOMA, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF ALTUS, OKLAHOMA, BE AMENDED BY ADDING SECTION 17-9 TO ESTABLISH A "\$100.00 MOTOR VEHICLE IMPOUNDMENT FEE", SEPARATE FROM ANY ISSUED CITATIONS AND RESULTING FINES, COSTS OR FEES; PROVIDING FOR THE CREATION WITHIN THE POLICE FUND OF A POLICE VEHICLE EQUIPMENT FUND INTO WHICH ALL MOTOR VEHICLE IMPOUNDMENT FEES SHALL BE DEPOSITED; AND REPEALING ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ALTUS, OKLAHOMA:

Section 1. That the Code of Ordinances of the City of Altus, Oklahoma, known as the Altus Code 1980, shall be amended by the addition of Section 17-9 to Chapter 17 Motor Vehicles and Traffic, which section shall read as follows:

**"Sec. 17-9. Motor vehicle impoundment fee.**

(A) Any vehicle impounded under the authority granted herein shall be stored and held safely until a written order for its release, signed by an authorized officer of the city, has been issued. This section applies to vehicles impounded by members of the Police Department in the removal of a vehicle from any street, highway, private property or public property to a storage facility under the following circumstances, namely:

- (1) Where the motor vehicle has any evidentiary value, has directly or indirectly been involved in the commission of a crime, has been used to transport any person who has committed any offense involving the use of a firearm, or is directly or indirectly associated with a drive-by shooting;
- (2) When a police officer effects the arrest and removal of the owner or operator of a vehicle out of the vehicle;
- (3) When the vehicle bears a license plate which has expired for a period in excess of 90 days, bears a license plate which has been altered or tampered with, or bears a temporary tag issued more than 30 days prior to the impoundment, or bears no license plate that would be in conformance with the Oklahoma Vehicle License Act (47 O.S. § 1101 et seq.); or
- (4) The officer has probable cause that the person operating the vehicle has not been granted driving privileges or that the driving privileges of the person are currently suspended, revoked, canceled, denied, or disqualified; or

Such order of release shall be conditioned upon the payment of an impound fee in the amount of \$100 by the person to whom the release is issued. This impound fee shall be independent of any fines, costs or fees which may be assessed from citations issued to any person for violation of traffic laws or other ordinance violations involving the impounded vehicle and in addition to any fees owed to the towing service for the impoundment and storage. The Chief of Police is hereby authorized to adopt rules and regulations consistent with this chapter to implement this section.

- (B) There is hereby created within the police fund, a special account into which all motor vehicle impoundment fees shall be deposited from which expenditures may be used, upon City Council approval, for enforcement of traffic safety and the purchase of police vehicles and/or equipment.”

Section 2. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
JACK SMILEY, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
DEBBIE DAVIS, City Clerk

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Catherine J. Coke, City Attorney

K:\ORDINAN\17-9 Motor Vehicle Impoundment Fee.doc

Attachment: motor vehicle impound (1067 : Motor Vehicle Impound Fee)

[Published this \_\_\_\_\_ day of \_\_\_\_\_, 2014.]

ORDINANCE NO. 2014-\_\_\_\_\_

OLD  
Version  
(BETHANY)

AN ORDINANCE OF THE CITY OF ALTUS, OKLAHOMA, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF ALTUS, OKLAHOMA, BE AMENDED BY ADDING SECTION 17-9 TO ESTABLISH A "\$100.00 MOTOR VEHICLE IMPOUNDMENT FEE", SEPARATE FROM ANY ISSUED CITATIONS AND RESULTING FINES, COSTS OR FEES; PROVIDING FOR THE CREATION WITHIN THE POLICE FUND OF A POLICE VEHICLE EQUIPMENT FUND INTO WHICH ALL MOTOR VEHICLE IMPOUNDMENT FEES SHALL BE DEPOSITED; AND REPEALING ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCILMEMBERS OF THE CITY OF ALTUS, OKLAHOMA:

Section 1. That the Code of Ordinances of the City of Altus, Oklahoma, known as the Altus Code 1980, shall be amended by the addition of Section 17-9 to Chapter 17 Motor Vehicles and Traffic, which section shall read as follows:

**"Sec. 17-9. Motor vehicle impoundment fee.**

(A) Any vehicle impounded under the authority granted herein shall be stored and held safely until a written order for its release, signed by an authorized officer of the city, has been issued. This section applies to vehicles impounded by members of the Police Department in the removal of a vehicle from any street, highway, private property or public property to a storage facility under the following circumstances, namely:

- (1) Where the motor vehicle has any evidentiary value, has directly or indirectly been involved in the commission of a crime, has been used to transport any person who has committed any offense involving the use of a firearm, or is directly or indirectly associated with a drive-by shooting;
- (2) When a police officer effects the arrest and removal of the owner or operator of a vehicle out of the vehicle;
- (3) When the vehicle bears a license plate which has expired for a period in excess of 90 days, bears a license plate which has been altered or tampered with, or bears a temporary tag issued more than 30 days prior to the impoundment, or bears no license plate that would be in conformance with the Oklahoma Vehicle License Act (47 O.S. § 1101 et seq.); or
- (4) The officer has probable cause that the person operating the vehicle has not been granted driving privileges or that the driving privileges of the person are currently suspended, revoked, canceled, denied, or disqualified; or

Attachment: motor vehicle impound (1067 : Motor Vehicle Impound Fee)

- (5) The officer has probable cause that the vehicle is not insured as required by the Compulsory Insurance Law of this state.

Such order of release shall be conditioned upon the payment of an impound fee in the amount of \$100 by the person to whom the release is issued. This impound fee shall be independent of any fines, costs or fees which may be assessed from citations issued to any person for violation of traffic laws or other ordinance violations involving the impounded vehicle and in addition to any fees owed to the towing service for the impoundment and storage. The Chief of Police is hereby authorized to adopt rules and regulations consistent with this chapter to implement this section.

- (B) There is hereby created within the police fund, a special account into which all motor vehicle impoundment fees shall be deposited from which expenditures may be used, upon City Council approval, for enforcement of traffic safety and the purchase of police vehicles and/or equipment.”

Section 2. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
DAVID WEBB, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
DEBBIE DAVIS, City Clerk

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Catherine J. Coke, City Attorney



RE: Tow in fee

**RE: Tow in fee**

Russell Frantz [rfrantz@shawneeok.org]

**Sent:** Monday, July 20, 2015 3:41 PM**To:** Tim Murphy**Importance:** High

Sec. 19-51. - Motor vehicle impoundment fee.

(a)

Any vehicle impounded under the authority granted by this Code or the statutes of the State of Oklahoma shall be stored and held safely until written order for its release, signed by an authorized officer of the city, has been issued. Motor vehicles impounded for the following reasons shall require that such order of release be conditioned on the payment of an impound fee in the amount of \$100.00 by the person to whom the release is issued:

(1)

Where the motor vehicle has an evidentiary value, has directly or indirectly been involved in the commission of a crime, has been used to transport any person who has committed any offense involving the use of a firearm, or is directly or indirectly associated with a drive-by shooting;

(2)

When a police officer effects the arrest and removal of the owner or operator of a vehicle from the vehicle;

(3)

When the vehicle bears a license plate that has expired for a period in excess of 90 days, bears a license plate that has been altered or tampered with or bears a temporary tag issued more than 30 days prior to the impoundment, or bears no license plate that would be in conformance with the Oklahoma Vehicle License Act (47 O.S. § 1101, et seq.); or

(4)

When the person operating the vehicle on public streets or public property is driving under a suspended or revoked driver's license or is operating a vehicle with an invalid driver's license or no driver's license.

(b)

This impound fee shall be independent of any fines, costs or fees that may be assessed from citations issued to any person for violation of traffic laws or other ordinance violations involving the impounded vehicle and in addition to any fees owed to the towing service for the impoundment and storage. The chief of police is hereby authorized to adopt rules and regulations consistent with this chapter to implement this section. All fees collected pursuant to this section shall be deposited into the police vehicle equipment fund.

City of Shawnee OK 7-20-2015

RF,

Russell Frantz, Chief

Shawnee Police Dept.

16 W 9th

Shawnee, OK 74801

405 878-1681 office

405 878-1520 fax

email: rfrantz@shawneeok.org

**From:** Tim Murphy [mailto:tmurphy@altusok.gov]

# **RE: OHSO & Mustang Municipal Ordinance - Vehicle Impound & Impound Administrative Fee**

Chuck Foley [CFoley@cityofmustang.org]

Sent: Tuesday, July 21, 2015 1:58 PM

To: Tim Murphy

Tim, here is Mustang Ordinance, call or e-mail if you need anything else.

Mustang Municipal Ordinance -- Vehicle Impound & Impound Administrative Fee:

Sec. 114-566. - Impoundment. Added

- (a) Any police officer is hereby authorized to cause to be impounded any vehicle found upon public roads, highways, streets, private parking lots accessible to the public, other public places or upon any private road, street, alley or lane which provides access to one or more single-family or multifamily dwellings when:
  - (1) Report has been made that the vehicle has been stolen or taken without the consent of its owner and the owner cannot be located, is unable or unwilling to effect the removal of the vehicle within a reasonable amount of time not to exceed one hour, or the preservation and collection of evidence requires removal;
  - (2) The officer has probable cause that the vehicle has been used in the commission of a felony offense and the officer has obtained a search warrant authorizing the search and seizure of the vehicle;
  - (3) The vehicle bears a license plate which has expired for a period in excess of 90 days, bears a license plate which has been altered or tampered with, or bears a temporary tag issued more than 30 days prior to the impoundment, or bears no license plate which would be in conformance with the Oklahoma Vehicle License Act (47 O.S. § 1101 et seq.);
  - (4) The person driving or in control of the vehicle is arrested for an alleged offense for which the officer is required by law to take the person arrested or summoned before a proper magistrate without unnecessary delay;
  - (5) At the scene of an accident, if the owner or driver is not in a position to take charge of the vehicle and direct or request its proper removal;
  - (6) The officer has probable cause that the person operating the vehicle has not been granted driving privileges or that the driving privileges of the person are currently suspended, revoked, canceled, denied, or disqualified;
  - (7) A police officer effects the arrest of the owner or operator of a vehicle out of the vehicle;
  - (8) The officer has probable cause that the vehicle is not insured as required by the Compulsory Insurance Law of this state;
  - (9) The vehicle is involved in a fatal motor vehicle collision and is needed for evidentiary purposes;
  - (10) The vehicle has any evidentiary value, has directly or indirectly been involved in the commission of a crime, has been used to transport any person who has committed any offense involving the use of a firearm, or was directly or indirectly associated with a drive-by shooting; or
  - (11) Impoundment is authorized by any other provision in this chapter or in this Code.

Attachment: motor vehicle impound (1067 : Motor Vehicle Impound Fee)

- (b) Any police officer who has directed the impoundment of any vehicle, or an authorized person in the employing agency of the officer, shall within 72 hours of the impoundment notify the department of public safety of such impoundment. The notice of impoundment shall contain the name and address of the owner, if known, the make, model, vehicle identification number, registration number, date stored, place stored, and the estimated value of the vehicle as determined by the officer. This section shall not be construed to create any civil liability upon the state, any agency of the state, or employee thereof for failure to provide such notice to the owner or lienholder.

(Ord. No. 1102, § 6, 5-8-2014)

Sec. 114-567. – Seized and impounded vehicle storage. *Added*

- (a) Any vehicle seized or impounded by the city may, at the direction of the police department, be transported to such place as the city may designate.
- (b) The owner of the vehicle shall be responsible to the city or the city's designee for the following costs prior to the city or the city's designee releasing the vehicle. (The city manager, or his or her designee, may, to meet the best ends of justice or expedite on-going investigations, release the owner of part or all of the cost owed the city or the city's designee.)
- (1) The actual cost to have said vehicle transported to the place of storage, including the actual towing expenses.
  - (2) A storage charge as allowed by law charged by the city's designee. For purposes of this section, the day of receipt shall constitute the first day and the day of release shall constitute the last day.
  - (3) All fees incurred by the city or the city's designee, including lien filing fees, to either return the vehicle to the owner or sell the vehicle pursuant to statutory authority. Prior to releasing the vehicle, the owner shall obtain an order for release from the Mustang Police Department and pay to the city's designee all costs listed above. If the vehicle is impounded pursuant to any lawful authority, then those provisions shall apply in addition to the requirements of this section. If the vehicle is impounded pursuant to the provisions of subsections 114-566(4) through (10), then the owner of the vehicle, or anyone authorized by the owner of the vehicle, shall show proof of valid security verification, valid operator's license and valid vehicle tag registration before the police department will issue an order for release of the vehicle. If the owner fails to claim the vehicle within the time prescribed by law, then the city manager, or the city's designee, is directed to institute proceedings to have the vehicle sold under the applicable statutes of the State of Oklahoma.

(Ord. No. 1102, § 6, 5-8-2014)

Sec. 114-568. – Duration; release; impound fee. *Added*

- (a) Any vehicle impounded under the authority granted herein shall be stored and held safely at the place of safekeeping designated by the city until a written order for its release, signed by an authorized officer of the city, has been issued.
- (b) The order for release shall be conditioned upon presentation of sufficient proof of ownership and/or interest in the impounded vehicles, proof of compliance with the compulsory insurance law unless the vehicle is lawfully towed from impound, and the payment of all impound costs and accrued storage charges against the vehicle.

Attachment: motor vehicle impound (1067 : Motor Vehicle Impound Fee)



- (c) For vehicles impounded under the authority of subsections 114-566(4) through (10), such order of release shall be conditioned upon the payment of an impound fee in the amount of \$100.00 by the person to whom the release is issued. This impound fee shall be independent of any fines, costs or fees which may be assessed from citations issued to any person for violation of traffic laws or other ordinance violations involving the impounded vehicle and in addition to any fees owed to the towing service for the impoundment and storage. The chief of police is hereby authorized to adopt rules and regulations consistent with this chapter to implement this section.
- (d) There is hereby created within the police fund, a special account into which all impound fees shall be deposited from which expenditures may be used for dispatch, jail, records clerks, training, and enforcement of traffic safety in administration of this chapter.

(Ord. No. 1102, § 6, 5-8-2014)

Sec. 114-569. – Redemption of impounded vehicle; contest of impoundment. Added

- (a) Presentation of the order of release as provided in section 114-568 at the place of impoundment, together with payment or tender of payment of all impoundment costs and accrued storage charges due, shall entitle the person presenting such release to obtain possession of such vehicle.
- (b) Contest of impoundment; hearing.
  - (1) Whenever any vehicle has been impounded in the manner provided for by this article, the registered or legal owner of the vehicle may contest the validity of the removal or storage by filing a written request for a hearing. The indication in the appropriate box on the form provided by the police department shall satisfy the written request requirement of this section.
  - (2) The written request may be filed before or after the vehicle is retrieved from the storage operator. Provided, however, the public agency shall not be required to conduct a hearing if the request is received more than ten days following actual or constructive notice to the owner or driver of the vehicle that said vehicle has been so removed or stored. Any such hearing shall be scheduled within 72 hours of the request, excluding weekends and holidays.
  - (3) The public agency may authorize its own officer or employee to conduct the hearing, so long as the hearing officer is not the same person who directed the removal or storage of the vehicle. The hearing may, with the consent of the person requesting the hearing, be scheduled and conducted on the merits by telephone conference call.
  - (4) The hearing officer shall apply the law to the evidence and make a determination whether the vehicle removal and storage was justified. If the removal and storage are deemed justified, the vehicle owner shall bear the cost of reasonable removal and storage. If deemed unjustified, the owner shall not be charged any fees or costs relating to the impoundment or storage of the vehicle. In either case, prior to the release of the vehicle to the owner or agent, information required under section 114-568 shall be furnished to the city. The hearing officer shall also be authorized to reduce the accrued fees and costs as determined appropriate based upon the facts.
  - (5) Failure of either the registered or legal owner, or their agent, to timely request or to timely appear upon a scheduled hearing shall satisfy the hearing requirement of this section.

(Ord. No. 1102, § 6, 5-8-2014)

Thanks,

# Chuck Foley

Chief of Police

City of Mustang-Police Department  
650 E State HWY 152  
Mustang, OK 73064

"Freedom consists not in doing what we like, but in having the right to do what we ought." Pope John Paul II. (Galatians 5:13)



**From:** Tim Murphy [mailto:tmurphy@altusok.gov]

**Sent:** Monday, July 20, 2015 2:20 PM

**To:** Phil@TheOACP.net; Brandon Clabes; Chuck Foley; Don Sweger; George Haralson; Ike Shirley; John Cooper; Johnny Kuhlman; Kendall Murphy; Michael Babb; Michael Robinson; Norm McNickle; Phil Cole; Russell Frantz; Ted Johnson; Vernon Griffin

**Subject:** RE: OHSO

On another topic! For those agencies that charge a police tow in fee, could you e mail a copy of the ordinance that covers the tow in and fee and any requirements that needs to be met for the tow. Thanks for your help!

Tim Murphy

Sent From My T-S-Celular Smartphone

----- Original message -----

**From:** "phil@theoacp.net" <Phil@TheOACP.net>

**Date:** 07/20/2015 1:15 PM (GMT-06:00)

**To:** Brandon Clabes <belabes@midwestcityok.org>, Chuck Foley <CFoley@cityofmustang.org>, Don Sweger <dsweger@cityofguthrie.com>, George Haralson <miamipdchief@yahoo.com>, Ike Shirley <ishirley@bixby.com>, John Cooper <jcooper@tonkawatribe.com>, Johnny Kuhlman <johnny.kuhlman@oke.gov>, Kendall Murphy <chief@wnupd.com>, Michael Babb <michael.babb@guymonok.org>, Michael Robinson <michael.robinson@okstate.edu>, Norm McNickle <policechief@stillwater.org>, Phil Cole <phil.cole@bethanyok.org>, Phil Cotten <phil@theoacp.net>, Russell Frantz <rfrantz@shawneeok.org>, Ted Johnson <tjohnson-braggsd@hotmail.com>, Tim Murphy <tmurphy@altusok.gov>, Vernon Griffin <vgriffin@onlineok.com>

**Subject:** OHSO

Hmm. I guess my visit this morning was successful. All of a sudden the May ARIDE and June Challenge were approved for payment. Those total \$8500 and check should be processed within the next week to 10 days.

Chief Phil Cotten (ret.)  
Executive Director  
Oklahoma Association of Chiefs of Police  
8915. S. Olie Avenue  
Oklahoma City, Oklahoma 73139  
(405) 672-1225 ext. 3  
[Phil@TheOACP.net](mailto:Phil@TheOACP.net)



This message scanned with IronPort

Attachment: motor vehicle impound (1067 : Motor Vehicle Impound Fee)

El Reno Police Department  
Our fee is \$100- cash

Our new impound ordinance will take effect at 0000 hours, 5/11/2011. The new impound sheets have been placed in the Officers Report Room. PLEASE use these sheets for vehicle impounds that are covered by the new ordinance. A copy of the ordinance is attached. Those vehicle impounds will be for:

1. DUI/DWI/APC (alcohol or drug)
2. DUS/DUR/Expired or No D.L. issued
3. Possession of CDS/marijuana or drug paraphernalia where driver can be charged
4. Eluding or attempted to elude a Police Officer
5. Hit & Run accident;